

HUSCH, EPPENBERGER, DONOHUE, ELSON & CORNFELD

PETER H. HUSCH
FRED A. EPPENBERGER
CARROLL J. DONOHUE
DAVE L. CORNFELD
SHULAMITH SIMON
MYRON GOLLUB
STEPHEN W. SKRAINKA
DONALD W. BIRD
JOHN A. RAVA
LLEWELLYN SALE III
THOMAS M. CARNEY
LAWRENCE BRODY
MAURY B. POSCOVER
MICHAEL J. BOBROFF
ROBERT J. DOMRESE
JOSEPH P. CONRAN
W. BRUCE SPRINGER

LAWRENCE P. KATZENSTEIN
ALAN B. HOFFMAN
JOE B. WHISLER
MARK G. ARNOLD
SALLY E. BARKER
THOMAS M. BOUDREAU
STEPHEN D. COFFIN
KATHLEEN A. CREANZA
BRYAN E. GERARD
STEVEN GOLDSTEIN
ALENE V. HASKELL
RUTH HAYS
STEPHEN B. HIGGINS
ANN S. HILLEBRANDT
DAVID A. LANDER
LARRY LEVIN

DAVID W. MARTIN
CHARLES E. MERRILL
PATRICK C. McKENNA
CAROL A. RUTTER
GREGORY R. SMITH
JAMES V. STEPLETON
MARY G. STOLAR
ELIZABETH G. TANNENBAUM
HARRY B. WILSON, JR.
MARK G. ZELLMER

100 NORTH BROADWAY-SUITE 1800
ST. LOUIS, MISSOURI 63102
(314) 421-4800

RECORDATION NO. 12769-4 Filed 1425

2420 CITY CENTER SQUARE
1100 MAIN STREET
KANSAS CITY, MISSOURI 64105
(816) 421-4866

COUNSEL
EDWIN D. FRANK
EDWIN GROSSMAN
BENJAMIN UCHITELLE
STUART H. ZIMBALIST

JUL 16 1982-10 25 AM

INTERSTATE COMMERCE COMMISSION

REPLY TO St. Louis

2-197A051

July 7, 1982

No. JUL 16 1982
Date

Fee \$ 10.00
ICC Washington, D. C.

Secretary
Interstate Commerce Commission
12th & Constitution Avenues, N.W.
Washington, D.C. 20423

Attention: Recordations Unit

Re: Number 12769
Road Number RRRX 1083
Equipment Description: 100-ton truck
covered hopped rail car, AAR mechanical
designation "LO"

Mr. Secretary:

The undersigned represents the Estate of Dr. Hirendra Nath Chakrobortty and his widow, Maitrayee Chakrobortty.

Enclosed please find copies of the following documents:

1. Promissory Note dated October 27, 1980 between Dr. Hirendra Nath Chakrobortty and Mercantile Trust Company National Association, marked "PAID" on June 11, 1982.
2. Security Agreement dated October 27, 1980 between Hirendra Nath Chakrobortty and Mercantile Trust Company National Association.
3. Transmittal letter from the Interstate Commerce Commission, dated January 16, 1981.

RECEIVED
JUL 16 10 16 AM '82
I.C.C.
FEE OPERATION BR.

Secretary
Interstate Commerce Commission
July 7, 1982
Page 2

4. Release of Lien Agreement dated June 11, 1982 by Mercantile Trust Company National Association executed at the behest of Maitrayee Chakrobortty.

Enclosed also is a draft payable to the Commission in the amount of \$50.00 to cover recordation of the Release of Lien.

The listed Security Agreement was recorded on January 14, 1981 by the Commission pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303. The Note secured thereby has since been satisfied, and the undersigned respectfully requests recordation of the enclosed Release of Lien, and acknowledgement by the Commission of same.

Thank you for your cooperation in this matter. Please do not hesitate to contact me if further information or documentation is required.

Very truly yours,



Ann S. Hillebrandt

ASH:slh

Enclosures

HUSCH, EPPENBERGER, DONOHUE, ELSON & CORNFELD

PETER H. HUSCH
FRED A. EPPENBERGER
CARROLL J. DONOHUE
DAVE L. CORNFELD
SHULAMITH SIMON
MYRON GOLUB
STEPHEN W. SKRAINKA
DONALD W. BIRD
JOHN A. RAVA
LLEWELLYN SALE III
THOMAS M. CARNEY
LAWRENCE BRODY
MAURY B. POSCOVER
MICHAEL J. BOBROFF
ROBERT J. DOMRESE
JOSEPH P. CONRAN
W. BRUCE SPRINGER

LAWRENCE P. KATZENSTEIN
ALAN B. HOFFMAN
JOE B. WHISLER
MARK G. ARNOLD
SALLY E. BARKER
THOMAS M. BOUDREAU
STEPHEN D. COFFIN
KATHLEEN A. CREANZA
BRYAN E. GERARD
STEVEN GOLDSTEIN
ALENE V. HASKELL
RUTH HAYS
STEPHEN B. HIGGINS
ANN S. HILLEBRANDT
DAVID A. LANDER
LARRY LEVIN

DAVID W. MARTIN
CHARLES E. MERRILL
PATRICK C. MCKENNA
CAROL A. RUTTER
GREGORY R. SMITH
JAMES V. STEPLETON
MARY G. STOLAR
ELIZABETH G. TANNENBAUM
HARRY B. WILSON, JR.
MARK G. ZELLMER
COUNSEL
EDWIN D. FRANEY
EDWIN GROSSMAN
BENJAMIN UCHITELLE
STUART H. ZIMBALIST

100 NORTH BROADWAY-SUITE 1800
ST. LOUIS, MISSOURI 63102
(314) 421-4800

2420 CITY CENTER SQUARE
1100 MAIN STREET
KANSAS CITY, MISSOURI 64105
(816) 421-4866

REPLY TO St. Louis

July 13, 1982

Ms. Mildred Lee
Recordations Unit
Interstate Commerce Commission
12th and Constitution Avenues, N.W.
Washington, D.C. 20423

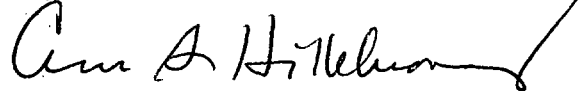
Re: Number 12769; Road Number RRRX 1083

Dear Ms. Lee:

In response to your phone call today, enclosed please find an additional copy of the Release of Lien on the above referenced hopper car, together with a check for \$10.00 to cover the cost of filing the Release.

If you have any further questions, concerns, or need for further information, please do not hesitate to call. Your past and present cooperation in this matter are appreciated.

Very truly yours,



Ann S. Hillebrandt

ASH:slh

Enclosure

Interstate Commerce Commission

Washington, D.C. 20423

7/16/82

OFFICE OF THE SECRETARY

**Ann. S. Hillebrandt
Husch, Eppenberger, Danohue
Elson & Cornfeld
100 North Broadway-Suite 1800
St. Louis, Missouri 63102**

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **7/16/82** at 10:25am, and assigned re-recording number(s).

12769-A Released

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

12769-A
RECORDATION NO. 12769-A
FILED 1425

JUL 16 1982 10 25 AM

INTERSTATE COMMERCE COMMISSION

RELEASE OF LIEN

This Release of Lien, executed this 11th day of June, 1982, by MERCANTILE TRUST COMPANY, NATIONAL ASSOCIATION ("Mercantile"), a national banking association with its principal office in the City of St. Louis, Missouri, at the behest of Maitrayee Chakrobortty ("Chakrobortty") an individual presently residing at 12210 Carberry Place in St. Louis County, Missouri;

WITNESSETH:

WHEREAS, on or about October 27, 1980, Dr. Hirenda Nath Chakrobortty, the now-deceased husband of Chakrobortty ("Decedent"), borrowed the principal sum of Thirty-Eight Thousand Eight Hundred Dollars (\$38,800.00) from Mercantile as evidenced by a Promissory Note, a copy of which is attached hereto and labeled Exhibit A, and by reference made a part hereof; and

WHEREAS, by a Security Agreement dated October 27, 1980, and recorded in the Recordations Unit of the Interstate Commerce Commission in Washington, D.C. on January 14, 1981 and assigned recordation number ¹²⁷⁶⁹~~12769~~, a copy of which is attached hereto and labeled Exhibit B, and by reference made a part hereof, Decedent granted a security interest in the following collateral to Mercantile:

- (a) the unit(s) of railroad equipment described in Schedule A attached hereto, together with (i) any and all accessories, equipment, parts and

improvements now or at any time hereinafter attached or appertaining to such units, except such thereof as remain the property of the Lessee under the Lease, and (ii) any and all substitutions, renewals and replacements for, and any additions, accessions and accumulations to, any and all of such units (such units of railroad equipment, together with such accessories, equipment, parts, improvements, substitutions, replacements, additions, accessions and accumulations being hereinafter called collectively the Units and severally a Unit);

(b) the Initial Lease described in Schedule B attached hereto and any other Lease Agreement pursuant to which any Unit shall at any time be leased, together with any and all schedules and exhibits thereto (the Initial Lease and all such Lease Agreements, together with such schedules and exhibits, being hereinafter called collectively the Lease; and all lessees thereunder including, without limitation, the lessee(s) set forth in Schedule B attached hereto, being herein called collectively the Lessee), including, without limitation, the right to receive and collect all rental payments, casualty value payments, insurance proceeds, condemnation awards and other payments now or hereafter payable to the Debtor pursuant to the Lease;

(c) to the extent not included in the next preceding clause, all rental, issues, income and profit from the Units; and

(d) the Management Agreement between Debtor and the Agent, including but not limited to the right to receive pooled revenues, business interruption or rental abatement payments and settlement values

to secure the payment of that certain Note in said Security Agreement as described above; and

WHEREAS, on or about June 11, 1982, the railcar was duly transferred to Chakorbortty subject to the said Security Agreement; and

WHEREAS, Chakrobortty has fully paid and satisfied said Note, and is justly and legally entitled to a release of the lien created by the Security Agreement;

NOW, THEREFORE, Mercantile does hereby remise, release, and quitclaim unto Chakrobortty all interests in the above-described collateral, clear and discharged from the encumbrance of the lien created by said Security Agreement.

IN WITNESS WHEREOF, the undersigned has executed these presents this 11th day of June, 1982.

MERCANTILE TRUST COMPANY, N.A.

BY: James Swardowski

ATTEST:

[Signature]
STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 11th day of June, 1982, before me personally APPEARED
James Swardowski
who being by me duly sworn, did say that he is the Banking Officer of Mercantile Trust Company National Association, and that the foregoing instrument was signed in behalf of said Association, by authority of its Board of Directors, and said James Swardowski acknowledged said instrument to be the free act and deed of said Association.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Eleanor M. Kincaid

Notary Public

ELEANOR M. KINCAID

My Commission Expires: SEP 22 1983

PROMISSORY NOTE

\$38,800.00

St. Louis, Missouri
October 27, 1980

FOR VALUE RECEIVED, the undersigned, Dr. Hirenda Nath Chakrobortty (hereinafter called the "Borrower") promises to pay to the order of MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION ("Mercantile"), at its banking office at 721 Locust Street, St. Louis, Missouri 63101, the principal sum of Thirty-Eight Thousand Eight Hundred Dollars (\$38,800.00), together with interest thereon from October 27, 1980, the date on which the Borrower received said principal sum, at the rate which shall be equal to two percent (2%) over and above the prime interest rate charged by Mercantile on 90-day commercial loans to large national companies ("Prime Rate") (which rate shall fluctuate as and when said Prime Rate shall change), payable in twenty (20) consecutive quarterly installments of principal and interest as follows: a first (1st) quarterly installment due and payable on February 15, 1981 in the amount of Two Thousand Five Hundred Fourteen and 13/100 Dollars (\$2,514.13); thereafter eighteen (18) consecutive equal quarterly installments in the amount of One Thousand Sixty and 14/100 Dollars (\$1,060.14) each, commencing on May 15, 1981, and on the fifteenth (15th) day of each August, November, February and May thereafter, with a twentieth (20th) and final installment due and payable November 15, 1985 in the amount of the then outstanding principal balance plus accrued interest. Payments shall be applied first to accrued interest with the balance, if any, applied to principal. The amount of interest outstanding hereunder shall be computed on the basis of a 360-day year of twelve 30-day months.

The acceptance of any installment hereof by the holder of this Note after the time when such installment becomes due as herein set forth shall not be held to establish a custom or waive any rights of the holder to enforce prompt payment of any further installments or otherwise.

Borrower shall be privileged to prepay, without penalty, all at any time or any part from time to time of the principal of this Note, provided: (i) partial prepayments shall be applied to the installment or installments hereof in the inverse order of their stated maturities, and (ii) interest to the date of such prepayment shall accompany the prepayment(s).

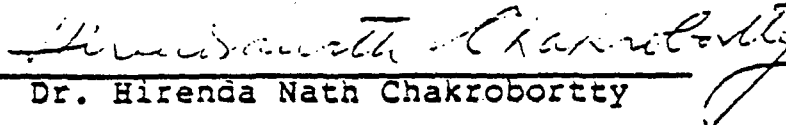
This Note is secured by a Security Agreement dated as of October 27, 1980, herewith executed and delivered by the Borrower to Mercantile, covering certain property of the Borrower. Reference is hereby made to said Security Agreement for a description of the security and a statement of the terms and

conditions upon which this Note is secured. In the event of default as defined in said Security Agreement, the principal of this Note and all interest thereon may be declared immediately due and payable in the manner and with the effect as provided in said Security Agreement.

If this Note or any interest hereon is not paid when due, by reason of acceleration or otherwise, and this Note is placed in the hands of an attorney or attorneys for collection, Borrower promises to pay, in addition to the amount due hereon, the reasonable costs and expenses of collection hereof, including a reasonable sum for attorneys' fees. All parties hereto severally waive presentment, demand for payment, notice of dishonor, protest and notice of protest.

This Note shall be governed by and construed in accordance with the laws of the State of Missouri.

IN WITNESS WHEREOF, the Borrower has duly executed this Note on the 27th day of October, 1980.


Dr. Hirenda Nath Chakroborty